

**COMPUTER MATCHING AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE RAILROAD RETIREMENT BOARD**

Match # 1308

I. Purpose

This computer matching agreement sets forth the terms, conditions, and safeguards under which the Railroad Retirement Board (RRB) will disclose to the Social Security Administration (SSA) information necessary to verify an individual's self-certification of eligibility for the Extra Help with Medicare Prescription Drug Plan Costs program (Extra Help). It will also enable SSA to identify individuals who may qualify for Extra Help as part of the agency's Medicare outreach efforts.

II. Legal Authority

This agreement is executed in compliance with the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, and the regulations and guidance promulgated thereunder.

The legal authority for the disclosures under this agreement is the Privacy Act of 1974, as amended (5 U.S.C. § 552a(b)(3)), which authorizes a Federal agency to disclose information from its system of records, without prior written consent, when such disclosure is pursuant to a routine use.

The legal authority for SSA to conduct this matching activity is sections 1144 and 1860D-14 of the Social Security Act (Act) (42 U.S.C. §§ 1320b-14 and 1395w-114).

III. Definitions

- A. "RRB annuity payment data" means information pertaining to benefit payments issued by RRB on the basis of an individual's railroad employment.
- B. "Extra Help" means the low-income subsidy assistance that Medicare beneficiaries receive under the Medicare prescription drug program if they have limited income and resources. SSA certifies to the Department of Health and Human Services that an individual can receive Extra Help to pay for the costs related to a Medicare prescription drug plan such as monthly premiums, annual deductibles, and prescription co-payments.
- C. "Low-income subsidy eligible individual" means a Medicare Part D

eligible individual who: (1) lives in one of the 50 states or the District of Columbia; (2) enrolls or seeks enrollment in a prescription drug plan or Medicare Advantage Plan; (3) meets all the requirements under section 1860D-14 of the Act; and (4) applies for Extra Help.

- D. "Medicare Outreach Efforts" means SSA activities designed to identify and notify Medicare beneficiaries under section 1144 of Title XI of the Act who may be eligible for: (1) medical assistance for payment of the cost of Medicare cost-sharing under the Medicaid program; and (2) Medicare prescription drug subsidies. SSA provides lists of those who received information about assistance for payment of the costs of Medicare cost-sharing to the state agencies that administer Medicare Savings Programs.
- E. "Part D" means the voluntary Medicare prescription drug benefit program for all individuals eligible for Medicare Part A, Part B, or both, under which the individuals pay a monthly premium for coverage, deductibles, and copayments to help purchase covered prescription drugs.
- F. "Medicare Database" means SSA's repository of Medicare applicant and beneficiary information, which collects and maintains information related to Medicare Parts A and B, Medicare Advantage Part C, and Medicare Part D.

IV. Responsibilities of the Parties

- A. RRB Responsibilities:
 - 1. RRB will provide SSA with electronic files containing RRB annuity payment data from its system of records (SOR), RRB-22, *Railroad Retirement Survivors and Pension Benefits System*. The records will be from RRB's Checkwriting Integrated Computer Operations Benefit Payment Master File and will be limited to "Medicare eligible" annuitants who are:
 - a. entitled to Medicare Part A and/or enrolled in Medicare Part B;
 - b. within 3 months of attainment of age 65; or
 - c. eligible for Medicare based on disability.
 - 2. RRB will provide SSA with electronic files of all Qualified Railroad Retirement Beneficiaries (QRRB) from its SOR, RRB-20, *Health Insurance and Supplementary Medical Insurance Enrollment and Premium Payment System (Medicare)*, to be included in the screening process for potential Extra Help.
 - 3. RRB will provide SSA with electronic files on all Medicare eligible QRRBs from its RRB-20 (routine use "a") and RRB-22 (routine use

“g”) SORs, to report address changes and information about subsidy changing events (i.e., marriage, divorce, death of a living-with spouse, annulment, separation, or resumption of cohabitation of separated spouses).

4. RRB’s Office of Programs – Policy and Systems is the RRB component responsible for the disclosures under this agreement.

B. SSA Responsibilities:

1. SSA will match RRB’s data with data in its Medicare Database (MDB) to verify an individual’s self-certification of eligibility for Extra Help.
2. SSA will identify from the RRB’s Post Entitlement System (PSRRB) file, a part of the RRB-22 SOR, individuals who become eligible for Medicare to screen for potential Extra Help eligibility.
3. SSA will use RRB’s data to determine certain individuals’ eligibility for Extra Help and to identify such individuals to the state agencies that administer the Medicare Savings Programs (MSP), unless those individuals ask SSA not to share their information with the state agency.
4. SSA will use RRB’s data to identify potential MSP-eligible individuals and will share lists of those individuals with the state agencies that administer MSP.
5. SSA will provide Congress and the Office of Management and Budget (OMB) with notice of this program and will publish the required matching notice in the Federal Register (Fed. Reg.).

V. **Justification and Anticipated Results**

A. Justification

Section 1860D-14 of the Act requires SSA to determine the eligibility of individuals for Extra Help when they self-certify their income, resources, and family size. SSA is also required to verify, on a pre-enrollment basis, income and resource allegations of applicants for Extra Help. SSA periodically redetermines the eligibility and subsidy amounts for these individuals thereafter. Section 1144 of the Act requires SSA to conduct outreach efforts for MSP and subsidized Medicare prescription drug coverage.

SSA and RRB have determined that computer matching is the most efficient, economical, and comprehensive means of collecting, comparing,

and transferring this information. This matching program will reduce the level of effort SSA field offices expend to manually verify all income and resource allegations on the initial Extra Help application and during subsequent eligibility re-determinations. No other administrative activity can efficiently accomplish this purpose.

B. Anticipated Results

According to SSA's cost-benefit analysis (CBA) for this agreement, SSA was able to forego manual verification of 12,145 initial applications and 2,314 redetermination applications for subsidies under the Extra Help program. SSA can forego independent verifications when SSA confirms an applicant's self-certified income and resource information through this computer matching program. By helping SSA avoid independent income verifications, the match reduces the enrollment burden on Medicare beneficiaries, expedites the enrollment process, all while helping ensure SSA makes a correct Extra Help subsidy determination. This resulted in an estimated savings of \$473,200. SSA estimates that the cost of operating this computer match with RRB was about \$9,500, for a benefit-to-cost ratio of 49.8:1. RRB does not expect any savings as a result of this matching program. See Attachment for the CBA.

VI. Description of Matched Records

A. Systems of Records

RRB will provide SSA with data from its RRB-20 SOR, last published on September 30, 2014 (79 Fed. Reg. 58886), and RRB-22 SOR, last published on May 15, 2015 (80 Fed. Reg. 28018).

SSA will match RRB's data with its MDB File, 60-0321, published on July 25, 2006 (71 Fed. Reg. 42159), as amended on December 10, 2007 (72 Fed. Reg. 69723) and November 1, 2018 (83 Fed. Reg. 54969).

The RRB and SSA SORs have appropriate routine uses authorizing the disclosure of information under this computer matching program.

B. Number of Records and Frequency of Matching

RRB will transmit annuity payment data monthly from its RRB-22 SOR. The file will consist of approximately 600,000 electronic records.

RRB will transmit its PSRRB file daily. The number of records will differ each day, but consist of approximately 3,000 to 4,000 records each month.

RRB will transmit files on all Medicare eligible QRRBs from its RRB-20 and RRB-22 SORs to report address changes and subsidy changing event

information monthly. The file will consist of approximately 520,000 electronic records. The number of people who apply for Extra Help determines in part the number of records matched.

The SSA comparison file will consist of approximately 90 million records obtained from the MDB.

C. Specified Data Elements

SSA will conduct the computer match using each individual's Social Security number (SSN), name, date of birth, RRB claim number, and RRB annuity payment amount in both the RRB and MDB files.

VII. Accuracy Assessment

Previous matches with the same files indicate that the SSNs on RRB records are 99 percent accurate. Periodic accuracy assessments indicate that RRB annuity payment data are virtually 100 percent accurate at the time of creation. SSA reviewed issues related to income, liquid resources, and real property. Based on SSA's most recent findings in FY 2016, the case accuracy was 85 percent.

VIII. Procedures for Individualized Notice

A. Applicants

SSA will provide direct notice, in writing, to all applicants or representative payees at the time of their application for Medicare benefits that SSA will match their records against those of other agencies to verify their eligibility. RRB will notify all applicants who apply for RRB benefits that RRB conducts matching programs. RRB's notice consists of appropriate language printed on its application forms or a separate handout with appropriate language, when necessary.

B. Annuitants/Beneficiaries

RRB's notice to annuitants will consist of notifications followed by a periodic mailing to all annuitants describing its matching activities during the lifetime of this agreement. SSA will provide similar notices to all beneficiaries at least once during the life of the match.

IX. Verification Procedure and Opportunity to Contest

A. Verification Procedures

SSA will take no adverse action regarding individuals identified through the matching process solely based on information that SSA obtains from the match. SSA will contact the individual to verify the matching results

in accordance with the requirements of the Privacy Act and applicable OMB guidelines.

The affected individual will have an opportunity to contest the accuracy of the information provided by RRB. SSA will consider the information RRB provided as accurate if the affected individual does not protest within the specified timeframe after he or she receives notice of the proposed adverse action. SSA will advise the individual that failure to respond within the specified timeframe will provide a valid basis for SSA to assume that the information RRB provided is correct.

B. Opportunity to Contest

Before making an unfavorable decision on an Extra Help application or redetermination based on the information received from RRB, SSA agrees to provide a written Pre-Decisional Notice (for initial Extra Help applications) or Notice of Planned Action (for redeterminations) to each individual for whom SSA decides such adverse action is necessary. The notice will inform the individual of the match findings and provide the following information:

1. SSA received information from RRB pertaining to receipt of an RRB annuity payment, which indicates that an adverse action affecting the individual's eligibility for subsidy assistance is necessary.
2. The individual has a specified number of days (at least 10 days) from the date of the notice to contest the Pre-Decisional Notice or the Notice of Planned Action and to submit evidence, if required, to support a decision that SSA should award a full or partial subsidy.
3. Unless the individual notifies SSA otherwise within the specified time frame, SSA will conclude that the data RRB provided is correct and will make the necessary adjustment to the individual's Extra Help application. SSA will consider failure to respond to the notice as sufficient justification for taking the adverse action. SSA will permit further appeals of adverse action as described in applicable instructions and regulations.

X. Procedures for Retention and Timely Destruction of Records

SSA will retain the electronic files it receives from RRB only for the period required for any processing related to the matching program. After the matching process, SSA will then return the files to RRB or destroy them by electronic purging, unless SSA must retain the information in order to meet evidentiary requirements. If such retention is warranted, SSA will retire the retained data in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a). SSA will not create a separate file or system comprised

solely of the data provided by RRB.

XI. Records Usage, Duplication, and Redisclosure Restrictions

SSA and RRB will adhere to the following limitations on the use, duplication, and redisclosure of the electronic files and information that RRB provides to SSA:

- A. Data RRB provides under this agreement will remain the property of RRB. SSA will return or destroy these files as soon as SSA has completed the process of matching the data with its records.
- B. SSA and RRB will use and access the data only for the purposes described in this agreement.
- C. SSA and RRB will not use the data to extract information concerning individuals therein for any purpose not specified in this agreement.
- D. SSA will not duplicate or disseminate the data, within or outside the agency, without the written permission of RRB, except as required by Federal law. SSA will request permission in writing and specify what data it wants to duplicate and disseminate, to whom, and the reasons that justify such duplication or dissemination. RRB will not give such permission unless the law requires disclosure or the disclosure is essential to the matching program.

XII. Security Procedures

SSA and RRB will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related OMB circulars and memoranda, such as Circular A-130, *Managing Federal Information as a Strategic Resource* (July 28, 2016), and Memorandum M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* (January 3, 2017); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations, including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents.

A. Loss Reporting

If either SSA or RRB experiences a loss or breach of PII provided by the other agency under the terms of this agreement, they will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, the agency experiencing the incident is responsible for following its established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, the agency's privacy office). In addition, the agency experiencing the incident (e.g., electronic or paper) will notify the other agency's Systems Security Contact named in this agreement. If RRB is unable to speak with the SSA Systems Security Contact within one hour or if for some other reason notifying the SSA Systems Security Contact is not practicable (e.g., it is outside of the normal business hours), RRB will call SSA's National Network Service Center toll free at 1-877-697-4889. If SSA is unable to speak with RRB's Systems Security Contact within one hour, SSA will contact Eric Simonaire, RRB CERT Team Leader, at 312-751-3344 or 312-965-0163 (cell).

B. Breach Notification

SSA and RRB will follow PII breach notification policies and related procedures issued by OMB. If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

SSA and RRB will restrict access to the data matched and to any data created by the match to only those users, e.g., employees, contractors, etc., who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and RRB will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and RRB will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours or when not in use (e.g., door locks, card keys, biometric identifiers, etc.). Only authorized personnel will transport the data matched and any data created by the match. SSA and RRB will establish appropriate safeguards for such data, as determined by a risk-based assessment of the

circumstances involved.

E. Technical Safeguards

SSA and RRB will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies' systems. SSA and RRB will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policy and Procedures

SSA and RRB will adopt policies and procedures to ensure that each agency uses the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and RRB will comply with these guidelines and any subsequent revisions.

G. Security Assessments

The NIST Special Publication 800-37, as revised, encourages agencies to accept each other's security assessments in order to reuse information system resources and/or to accept each other's assessed security posture in order to share information. NIST 800-37 further encourages that this type of reciprocity is best achieved when agencies are transparent and make available sufficient evidence regarding the security state of an information system so that an authorizing official from another organization can use that evidence to make credible, risk-based decisions regarding the operation and use of that system or the information it processes, stores, or transmits. Consistent with that guidance, the parties agree to make available to each other upon request system security evidence for the purpose of making risk-based decisions. Requests for this information may be made by either party at any time throughout the duration or any extension of this agreement.

XIII. Comptroller General Access

The Government Accountability Office (Comptroller General) may have access to all RRB and SSA data it deems necessary, in order to monitor or verify compliance with this agreement.

XIV. Reimbursement

Due to the nominal costs of services associated with providing data to SSA under

this agreement, RRB waives recovery of the costs pursuant to the Economy Act (31 U.S.C. § 1535). Should RRB determine in the future that the cost of providing services is significant, RRB and SSA may establish a reimbursable agreement allowing for cost adjustments.

XV. Duration, Modification, and Termination

A. Effective Date: The effective date of this agreement is March 31, 2020, provided that SSA reported the proposal to re-establish this matching program to the Congressional committees of jurisdiction and OMB in accordance with 5 U.S.C. § 552a(o)(2)(A) and OMB Circular A-108 (December 23, 2016), and SSA published notice of the matching program in the Federal Register in accordance with 5 U.S.C. § 552a(e)(12).

B. Duration: This agreement will be in effect for a period of 18 months.

C. Renewal: The Data Integrity Boards (DIB) of RRB and SSA may, within 3 months prior to the expiration of this agreement, renew this agreement for a period not to exceed 12 months if RRB and SSA can certify to their DIBs that:

- (1) The matching program will be conducted without change; and
- (2) RRB and SSA have conducted the matching program in compliance with the original agreement.

If either agency does not want to continue this program, it must notify the other agency in writing of its intention not to continue at least 90 days before the end of the period of the agreement.

D. Modification: The agencies may modify this agreement at any time by a written modification, agreed to by both agencies and approved by the DIB of each agency.

E. Termination: The agencies may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

XVI. Persons to Contact

A. RRB Contacts:

Matching Agreement

Shauna Eubanks, Systems Analyst
Office of Programs-Policy and Systems
844 North Rush Street
Chicago, IL 60611-2092
Telephone: 312-751-4551/Fax: 312-751-4650
Email: shauna.eubanks@rrb.gov

Computer Systems Issues

Randolph Hayden, Chief of RRA Application and Calculation
Office of Programs-Policy and Systems
844 North Rush Street
Chicago, IL 60611-2092
Telephone: 312-751-3327/Fax: 312-751-4650
Email: randolph.hayden@ssa.gov

Program Issues

Linda Edwards, Chief of Payment Analysis and Systems
Office of Programs-Policy and Systems
844 North Rush Street
Chicago, IL 60611-2092
Telephone: 312-751-4555/Fax: 312-751-4650
Email: linda.edwards@rrb.gov

Systems Security Issues

Jerry L. Gilbert, Chief Security Officer
Bureau of Information Services
Policy and Compliance – Risk Management Group
844 North Rush Street
Chicago, IL 60611-2092
Telephone: 312-751-3365/Fax: 312-751-4650
Cell: 312-505-3604
Email: jerry.gilbert@rrb.gov and infosec@rrb.gov

B. SSA Contacts:

Matching Agreement Issues

Donald Scott, Government Information Specialist
Office of Privacy and Disclosure
Office of the General Counsel
G-400 West High Rise
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-965-8850
Email: donald.scott@ssa.gov

Computer Systems Issues

Robin Ott, Director
Division of Title 2 and Medicare Analysis
Office of IT Programmatic Business Support
Office of the Deputy Commissioner for Systems
4-E-24 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
Telephone: 410-965-1828
Email: robin.ott@ssa.gov

Program Issues

Monica Nolan, Team Leader
Medicare Team
Office of Enumeration and Medicare Policy
Office of Income Security Programs
167 Robert M. Ball Building
6401 Security Boulevard
Baltimore, MD 21235
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Email: monica.nolan@ssa.gov

Systems Security Issues

Jennifer Rutz, Director
Division of Compliance and Oversight
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Project Coordinator

Barbara Kocher
Office of Data Exchange and International Agreements
Office of Data Exchange, Policy Publications, and International
Negotiations
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Telephone: 410-966-5763
Email: barbara.kocher@ssa.gov

XVII. Integration Clause

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of RRB annuity payment data by RRB to SSA for the purposes described herein. SSA and RRB have made no representations, warranties, or promises outside of this agreement. This agreement takes precedence over any other documents that may be in conflict with it.

XVIII. Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this agreement.

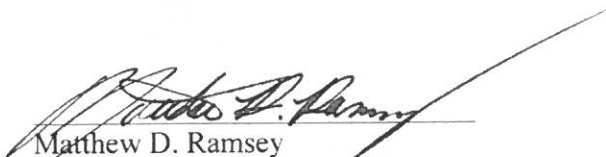
The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION



Monica Chyn
Acting Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

Date June 3, 2019

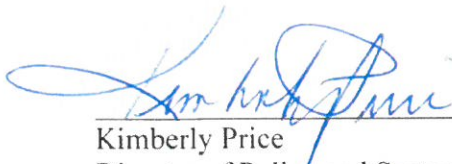


Matthew D. Ramsey
Chair, Data Integrity Board
Social Security Administration

Date 9 July 2019

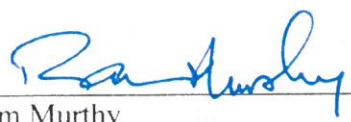
XVIII. Signatures (Continued)

RAILROAD RETIREMENT BOARD



Kimberly Price
Director of Policy and Systems

Date 05/13/2019



Ram Murthy
Chair, Data Integrity Board
Railroad Retirement Board

Date 5/15/2019